Exhibit "C"

Kenneth McLellan

From: Kenneth McLellan

Sent: Tuesday, February 21, 2023 4:13 PM **To:** akaufman@chalmersadams.com

Cc: eunderriner@hallboothsmith.com; Keith Roussel

Subject: Garmashov v .USPA

Attachments: Clean Execution Copy.pdf; Redline Version.pdf

Tracking: Recipient Delivery

akaufman@chalmersadams.com eunderriner@hallboothsmith.com

Keith Roussel Delivered: 2/21/2023 4:13 PM

Alex,

Thank you for confirming that Mr. Garmashov's only objection to the 2/21 draft of the Settlement Agreement is the second and third paragraphs of Section 8. While USPA disagrees that these two paragraphs fall outside the scope of the parties' settlement as determined by Judge Koeltl, USPA will agree to remove those paragraphs in an effort to finalize the Settlement Agreement and avoid an unnecessary delay and unnecessary involvement of the Court. Attached is a clean final version of the Settlement Agreement and a redlined version showing the changes from the 2/21 draft. Please have Mr. Garmashov execute and send me the executed version today.

USPA will not agree to pay the that Mr. Garmashov claims as interest and attorney's fees since Judge Koeltl's Order does not state that Mr. Garmashov is entitled to any interest or attorney's fees related to drafting and finalizing the long form Settlement Agreement.

USPA will also not agree to Burnel Judge Koeltl's Order does not mention reinstatement because, as you well know, the parties ultimately did not agree on reinstatement as part of the settlement. Mr. Garmashov's request for interest, fees and reinstatement is clearly contrary to (and, in our view, a violation of) Judge Koeltl's Order.

The time has come for the parties to finalize the Settlement Agreement and move forward. In light of USPA's agreement to remove the only two provisions of the 2/21 draft of the settlement agreement that Mr. Garmashov objected to, we expect Mr. Garmashov to execute the attached final Settlement Agreement today.

Thank you.

-Ken

Very truly yours,

Kenneth A. McLellan

Partner

(Admitted in NY and NJ)

WINGET, SPADAFORA & SCHWARTZBERG, LLP

45 Broadway, 32nd Floor New York, New York 10006 212.221.6900 (Office) 212.221.6989 (Fax) 646.265.4894 (Cell) mclellan.k@wssllp.com

-and-

65 East Route 4, Suite 201 River Edge, New Jersey 07661 973-221-8200 (Office) 973-221-8201 (Fax) mclellan.k@wssllp.com

www.wssllp.com

Connect with us



WSSLLP.com | Mailing List

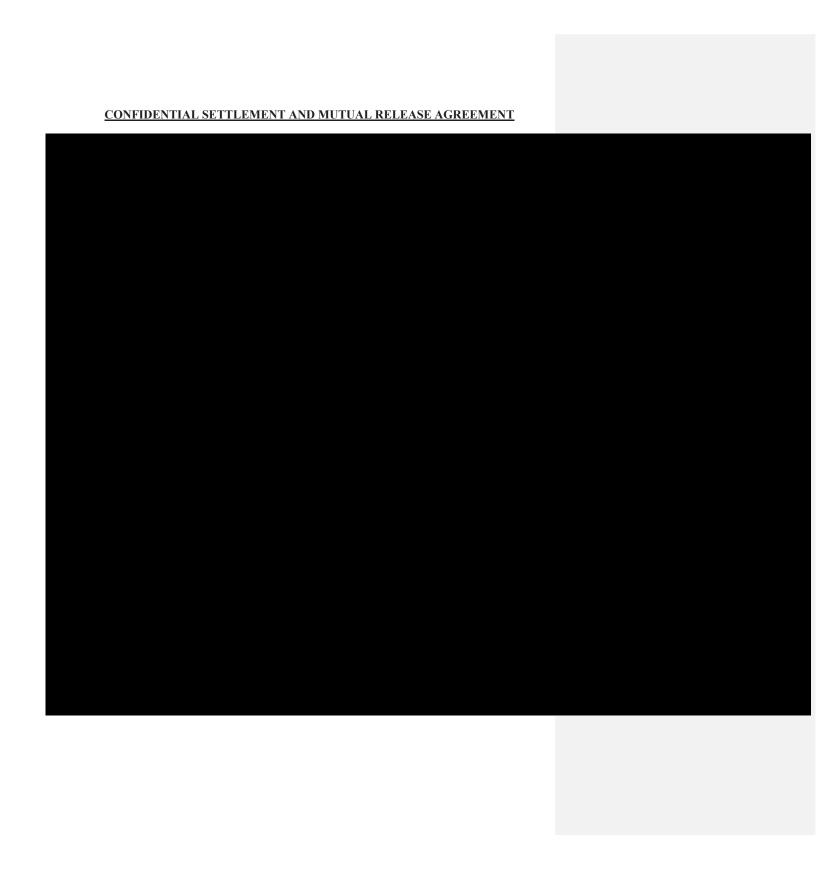


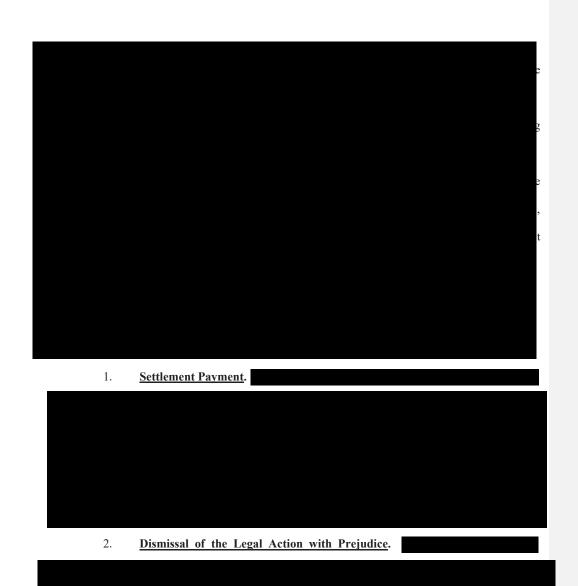
WSSLLP.COM NY NJ CT MA PA FL TX CA CO

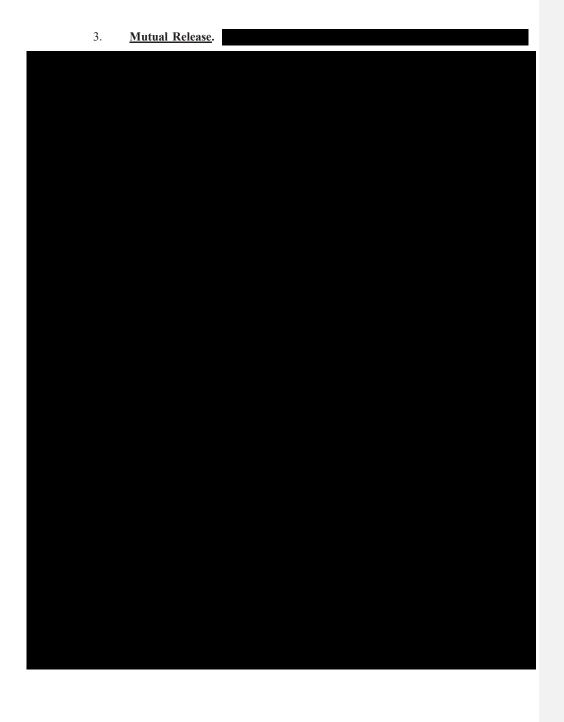
PLEASE NOTE, THIS MESSAGE IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR OTHERWISE PROTECTED FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT OR OTHERWISE HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN EMAIL, AND DELETE THIS MESSAGE AND ALL ATTACHMENTS FROM YOUR COMPUTER SYSTEM.

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH U.S. TREASURY REGULATIONS GOVERNING TAX PRACTICE, WE INFORM YOU THAT: ANY U.S. TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ATTACHMENTS) WAS NOT WRITTEN TO BE USED FOR AND CANNOT BE USED FOR (I) PURPOSES OF AVOIDING ANY TAX RELATED PENALTIES THAT MAY BE IMPOSED UNDER FEDERAL TAX LAWS, OR (II) THE PROMOTION, MARKETING OR RECOMMENDING TO ANOTHER PARTY OF ANY TRANSACTION OR MATTER ADDRESSED HEREIN.

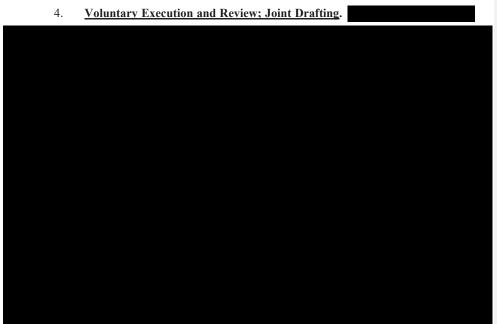
THE INFORMATION IN THIS E-MAIL AND IN ANY ATTACHMENTS IS CONFIDENTIAL AND MAY BE PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DESTROY THIS COMMUNICATION AND NOTIFY THE SENDER IMMEDIATELY. YOU SHOULD NOT RETAIN, COPY OR USE THIS E-MAIL FOR ANY PURPOSE, NOR DISCLOSE ALL OR ANY PART OF ITS CONTENTS TO ANY OTHER PERSON OR PERSONS.











5. Entire Agreement.



6. No Admission of Wrongdoing.

7. **Amendments.**

8. <u>Confidentiality and Mutual Non-Disclosure.</u>





9. <u>Counterparts.</u>



renre						PARTIES ed this CON	•		•		
						f the Execution		SET		LIVI	MIND
YUR	I GA	RMASH	ov				Date				
		STATES TION, II		ACHUTE							
By:		BERT B			_		Date				

EXHIBIT A

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

YURI GARMASHOV,

Plaintiff,

VS. **OTW**

UNITED STATES PARACHUTE ASSOCIATION, INC.,

Defendant.

STIPULATION OF DISMISSAL WITH PREJUDICE

Case No.: 1:21-cv-04917-JGK-

IT IS HEREBY STIPULATED AND AGREED pursuant to a confidential settlement and mutual release agreement entered into February 224, 2023, Plaintiff YURI GARMASHOV and Defendant UNITED STATES PARACHUTE ASSOCIATION, INC., through their respective undersigned counsel, file this joint stipulation dismissing, with prejudice and without costs to any party, pursuant to Fed.R.Civ.P. 41(a)(1)(A)(ii) all claims and counterclaims that were asserted or could have been asserted in the above captioned action.

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in counterparts and filed without further notice with the Clerk of the Court.

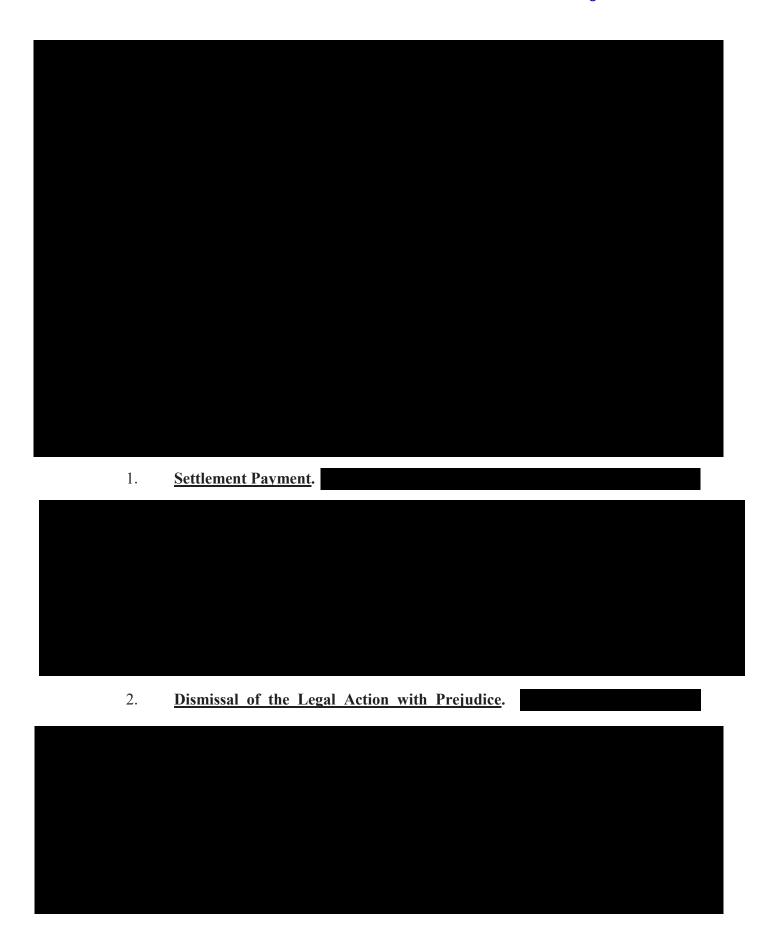
Dated: New York, New York February 221, 2023

Eric Martin Underriner, Esq. HALL BOOTH SMITH, P.C. 366 Madison Avenue, 5th Floor New York, New York 10017 (212)-805-3630 eunderriner@hallboothsmith.com Attorneys for Plaintiff Yuri Garmashov

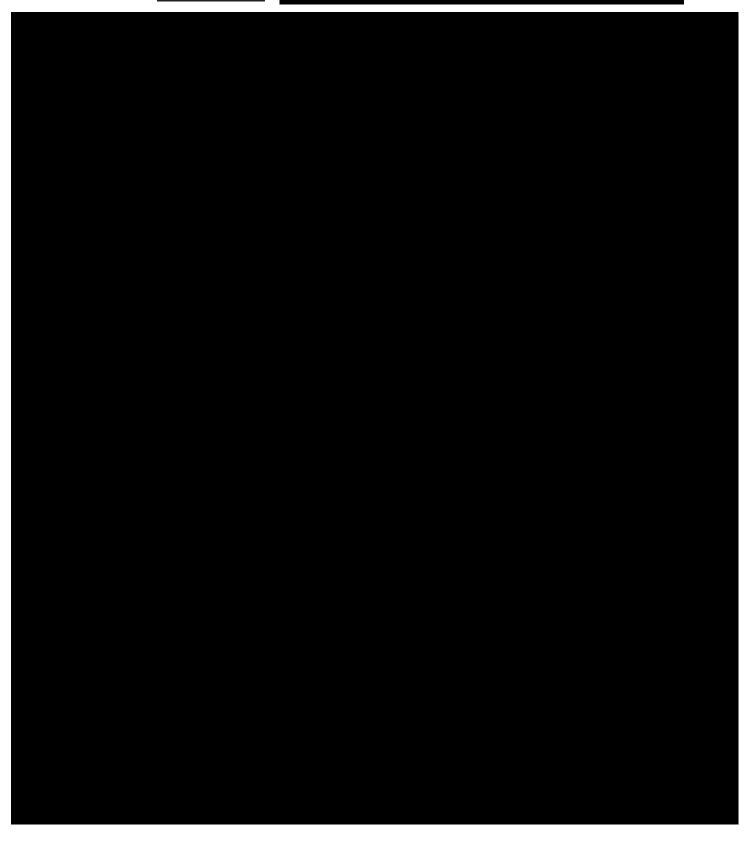
Kenneth A. McLellan, Esq. WINGET, SPADAFORA & SCHWARTZBERG, LLP 45 Broadway, 32nd Floor New York, New York 10006 (212)-221-6900 McLellan.K@wssllp.com Attorneys for Defendant United States Parachute Association, Inc.

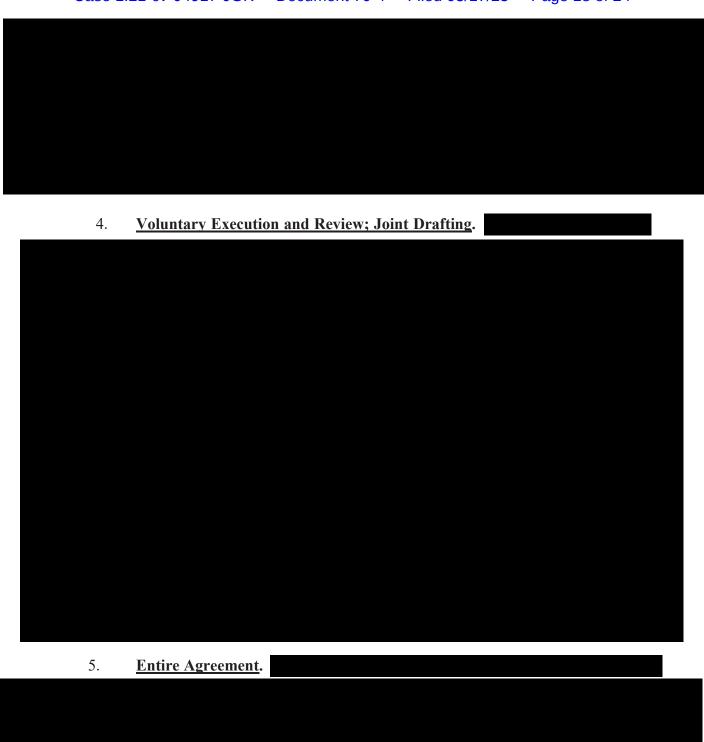
CONFIDENTIAL SETTLEMENT AND MUTUAL RELEASE AGREEMENT



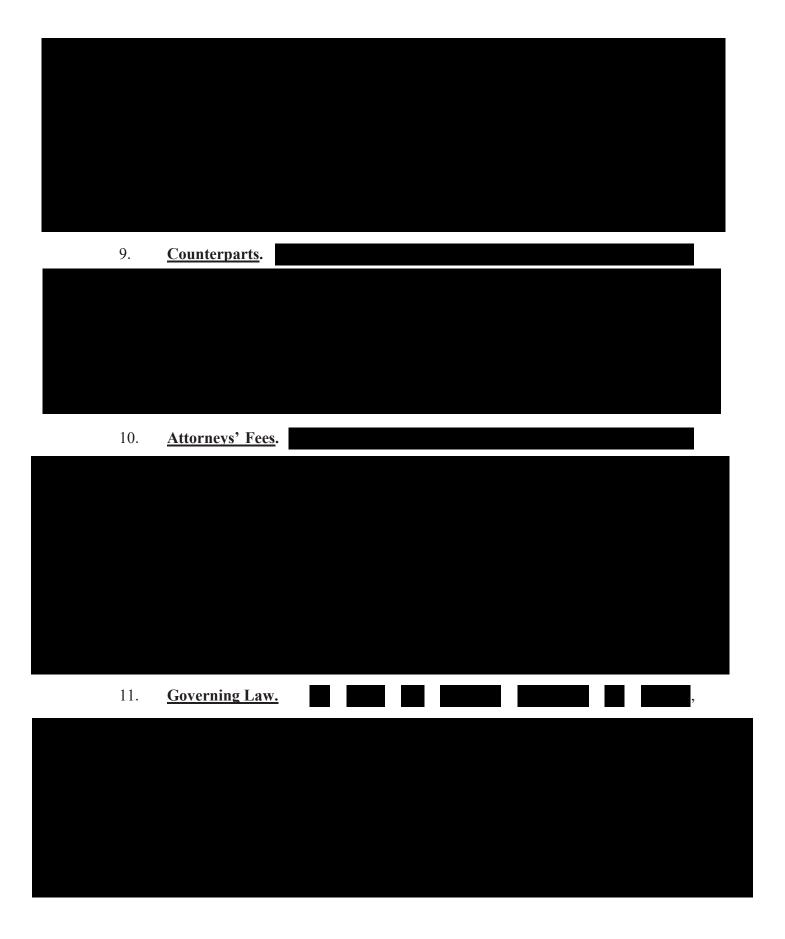


3. <u>Mutual Release</u>.





6.	No Admission of Wrongdoing.	
7.	Amendments.	
8.	Confidentiality and Mutual Non-Disclosure.	





	IN	WITNESS	HEREOF,	THE	PARTIES	hereto,	by	their	duly	author	ized
repre	sentat	ives as appro	priate, have	execute	ed this CON	FIDENT	ΓIAL	SET	ΓLEM	ENT A	ND
MUT	TUAL	RELEASE A	AGREEMEN	NT as of	f the Execution	on Date.					
YUR	I GA	RMASHOV		_			Date				
		STATES PAI TION, INC.	RACHUTE								
By:	AL	BERT BERG	CHTOLD	_							

Executive Director

EXHIBIT A

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

YURI GARMASHOV,

Plaintiff,

VS.

Case No.: 1:21-cv-04917-JGK-OTW

UNITED STATES PARACHUTE ASSOCIATION, INC.,

Defendant.

STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED pursuant to a confidential settlement and mutual release agreement entered into February 22, 2023, Plaintiff YURI GARMASHOV and Defendant UNITED STATES PARACHUTE ASSOCIATION, INC., through their respective undersigned counsel, file this joint stipulation dismissing, with prejudice and without costs to any party, pursuant to Fed.R.Civ.P. 41(a)(1)(A)(ii) all claims and counterclaims that were asserted or could have been asserted in the above captioned action.

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in counterparts and filed without further notice with the Clerk of the Court.

Dated: New York, New York February 22, 2023

/s/

Eric Martin Underriner, Esq. HALL BOOTH SMITH, P.C. 366 Madison Avenue, 5th Floor New York, New York 10017 (212)-805-3630 eunderriner@hallboothsmith.com Attorneys for Plaintiff Yuri Garmashov <u>/S/</u>

Kenneth A. McLellan, Esq.
WINGET, SPADAFORA &
SCHWARTZBERG, LLP
45 Broadway, 32nd Floor
New York, New York 10006
(212)-221-6900
McLellan.K@wssllp.com
Attorneys for Defendant
United States Parachute Association, Inc.